

RESOLUTION NO. 2019-35

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING
THE THIRD AMENDMENT TO LEASE AGREEMENT
WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY,
FLORIDA; PROVIDING FOR AUTHORIZATION; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Village of Key Biscayne (“Village”) and the School Board of Miami-Dade County, Florida (the “School Board”), entered into a Lease Agreement dated January 1, 1994 (the “Lease”) for the Village’s use of the playfield area at Key Biscayne K-8 Center (formerly known as Key Biscayne Elementary School) located at 150 West McIntyre Street, Key Biscayne, Florida (the “School”), for recreational purposes; and

WHEREAS, the Village and the School Board have previously amended the Lease by a First Amendment to Lease Agreement dated August 25, 1999 and a Second Amendment to Lease Agreement dated August 27, 2013; and

WHEREAS, the Village and the School Board are desirous of further amending the Lease to extend the term of the Lease, allow the Village to install playfield and basketball court lighting at the School, and amend other terms and conditions of the Lease, as provided in the Third Amendment to Lease Agreement (the “Third Lease Amendment”) in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the Village Council desires to authorize the Village Manager to execute the Third Lease Amendment in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the citizens of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF
THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Council hereby approves the Third Lease Amendment in substantially the form attached hereto as Exhibit "A."

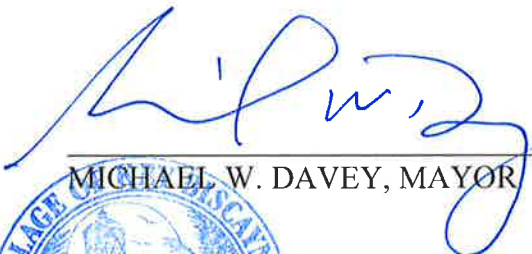

Section 3. Authorization. That the Village Council hereby authorizes the Village Manager to execute the Third Lease Amendment in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 11th day of June, 2019.

ATTEST:


JENNIFER MEDINA, CMC
VILLAGE CLERK


MICHAEL W. DAVEY, MAYOR


APPROVED AS TO FORM AND LEGAL SUFFICIENCY


VILLAGE ATTORNEY

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (the "**Third Amendment**") is made and entered into this 10th day of JULY, 2019, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as the "**Lessor**"), and the VILLAGE OF KEY BISCAYNE, a municipal corporation of the State of Florida (hereinafter referred to as the "**Lessee**"). The Lessee and Lessor are sometimes referred to in this Third Amendment individually as "**Party**" and collectively as "**Parties**".

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated January 1, 1994 (the "**Agreement**"), for Lessee's use of the playfield area at Key Biscayne K-8 Center (f/k/a Key Biscayne Elementary School) (the "**School**"), located at 150 W. McIntyre Street, Key Biscayne, Florida, for recreational purposes (the "**DEMISED PREMISES**"); and

WHEREAS, Lessor and Lessee entered into that certain Lease Amendment, dated August 25, 1999; and

WHEREAS, Lessor and Lessee entered into that certain Second Amendment to Lease Agreement, dated August 25, 2013; and

WHEREAS, the Lessee has approached the Lessor with a request to install lighting within the School playfield area and at the basketball courts, at Lessee's sole cost and expense; and

WHEREAS, as an inducement to Lessor allowing installation of the subject lighting, Lessee has offered to make certain sanitary and stormwater improvements within the School, that will positively impact the School, all at no cost to the Lessor, with those improvements to be governed by separate agreement(s) under mutually acceptable terms and conditions; and

WHEREAS, the LESSEE has represented to LESSOR that the LESSEE has held public meetings addressing the installation of the lighting at the subject School site with Village of Key Biscayne residents, for their information; and

WHEREAS, Lessor and Lessee are desirous of entering into this Third Amendment to allow the Lessee to install playfield and basketball court lighting at the School and amend other terms and conditions of the Agreement, as provided below;

and

WHEREAS, The School Board of Miami-Dade County, Florida has authorized this Third Amendment in accordance with Board Action No. 120,200 at its meeting of June 19, 2019; and

WHEREAS, the Village of Key Biscayne, by the adoption of Resolution No. 2019-35 at its meeting of JUNE 11,, 2019, approved this Third Amendment.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Article II (TERM OF LEASE AGREEMENT) of the Agreement, as amended, is further amended to read as follows:

"The term of this Agreement shall be extended through December 31, 2033. In addition, said term may be further extended subject to the consent of the Lessor for one (1) additional term of ten (10) years, upon the same terms and conditions, provided Lessee gives written notice to the Lessor of its desire to extend the lease term no later than ninety (90) days prior to the expiration of the then current term."

3. Article IV (IMPROVEMENTS) of the Agreement, as amended, is deleted in its entirety and replaced with the following language:

"Effective with the Effective Date of Third Amendment (as hereinafter defined), the Lessor does hereby grant to the Lessee, the right and privilege to access the DEMISED PREMISES, with full right of ingress thereto and egress therefrom, for the specific and limited purpose of installing lighting at the School playfield area and basketball courts, at the Lessee's sole cost and expense, as substantially depicted in **Exhibit "E"** attached hereto and made a part hereof (all such improvements, along with any future recreational improvements to be constructed by the Lessee on the DEMISED PREMISES are collectively referred to herein as the "**Work**"). Lessee acknowledges and agrees, as a precondition to commencing any of the Work, to prepay to Lessor the cost to be borne by Lessor for jurisdictional plan review, permits and inspections.

Lessee further acknowledges and agrees that: 1) unless waived by the Superintendent or his/her designee, as a condition precedent to commencing any of the Work within the DEMISED PREMISES, Lessee shall prepay to the Lessor Eight Percent (8%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the Lessor and Lessee for any design and construction activities within the DEMISED PREMISES. In that capacity, Lessor shall assist Lessee in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work. Notwithstanding the foregoing, the Parties acknowledge and agree that the aforementioned Eight Percent (8%) project management fee for the Work set forth in Exhibit "E" has been waived.

All Work shall be completed by the Lessee, at the Lessee's sole cost and expense. Any substantive change to the Work shall be approved at the sole discretion of the Lessor. The Lessee agrees that prior to the commencement of construction of any Work by the Lessee or its contractors at the DEMISED PREMISES, the Lessee shall submit plans and specifications, as required by the Lessor, for review and approval in writing by the Lessor, or its designee, which the Lessor may approve or disapprove at its sole authority and discretion. All plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between the Lessee and its architect/engineer of record shall flow to the Lessor in the event of errors and omissions. Lessor shall be included as a Third Party Beneficiary in all contractual agreements by and between Lessee and its contractors. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the Miami-Dade County Public Schools ("**District**") design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the Lessor. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the Lessee shall provide evidence of same to the Lessor prior to commencement of the Work. The Lessee's contractors must be pre-qualified by the Lessor, in accordance with District and Lessor Policies before commencing the Work or any construction activities on the DEMISED PREMISES or any other portion of the School. All Work shall be at the sole cost and expense of the Lessee and in compliance with all applicable laws, rules, and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and District design criteria and standards, as the same may be amended from time to time.

The Lessor's Building department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the Lessor's Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the Lessee upon completion of the Work, and evidence of same, satisfactory to the Lessor, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and the Lessee shall have no authority to access any other portions of the School not part of the DEMISED PREMISES, except as otherwise provided for in this Agreement or as authorized in writing by the Lessor, or its designee, in its sole discretion and on an as-needed basis.

The Work shall conform at all times to the safety criteria established with and approved by the Lessor, or its designee, and shall neither unreasonably disrupt or interfere with the Lessor's operations at the School. The Lessee and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the School Administrator and assigned District Project Manager to assure the safety of the Lessor's students, staff, visitors, invitees and the public at all times. In addition, the Lessee and its contractors shall work closely with the School Administrator and assigned District Project Manager to ensure the Work does not interfere with or disrupt School or District operations. The Lessee shall make every reasonable effort to assure that construction related activities to be performed within the DEMISED PREMISES are conducted during other than School hours, and the Lessee's activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event the Lessee requires access to the DEMISED PREMISES for any other reason, the Lessee shall first secure the approval of the School Administrator. Prior to the commencement of the Work, the Lessee shall provide the Lessor, or its designee, with a schedule for the commencement and completion of the Work. If the Lessor, or its designee, requests that the Lessee cease any work within the DEMISED PREMISES due to

unreasonable interference or violation of any applicable rules and regulations or the Lessor's safety criteria, then the Lessee shall immediately discontinue its activities at the DEMISED PREMISES, and shall proceed only after the Lessee, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the Lessee to continue.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, or privilege enjoyed by the Lessee and Lessor pursuant to Section 768.28, F.S.

The Lessee shall cause each and every of its contractors and subcontractors performing any work within the DEMISED PREMISES to indemnify, defend and hold harmless the Lessor, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, the Lessee shall require the Lessee's contractor(s) to provide the Lessor with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Lessee's contractors and subcontractors, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the Lessee's contractors and subcontractors, as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. The Lessee's contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The Lessee covenants and agrees that it shall indemnify, hold harmless and defend the Lessor from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the Lessee within the DEMISED PREMISES or elsewhere on the School campus. In addition, the Lessee shall cause each and every of its contractors and subcontractors performing work at the DEMISED PREMISES (hereinafter collectively referred to as "**Lessee's Contractors**", and individually as the "**Lessee's Contractor**") to further covenant and agree, at the Lessee's Contractors' own expense, and upon written request by the Lessor, to defend any suit, action or demand brought against the Lessor on any claim or demand arising out of, resulting from, or

incidental to the Lessee's Contractors performance under any contract by and between the Lessee and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, the Lessee and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with Lessee's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between the Lessee and/or its assigns and any Lessee's Contractors.

If, as a result of the Lessee's actions in the performance of the Work, or failure to act, portions of the DEMISED PREMISES or School are damaged, in the sole opinion of the Lessor, then the Lessee shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. The Lessee shall complete the necessary repairs within thirty (30) days of receipt of written notice from the Lessor. In the event that the Lessee is unable to complete the repair work within said thirty (30) day period, the Lessee shall provide the Lessor with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the Lessee fails to complete the repair work within the prescribed time frame, then the Lessor, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the Lessee's sole cost and expense. The Lessee covenants and agrees that it shall reimburse the Lessor for this work within thirty (30) days of receipt from the Lessor of an invoice for same, accompanied by such documentation as may be reasonably required by the Lessee to substantiate the nature and completeness of the work. In the alternative, the Lessor may instead place the Lessee in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the DEMISED PREMISES or School site caused by the Lessee or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the Lessor's students, staff and visitors, and requiring immediate repair, as determined by the Lessor at the Lessor's sole discretion, the Lessor may, at the Lessor's sole discretion, complete the necessary repairs, at the Lessee's sole cost and expense.

If required by the Lessor, at the Lessor's sole determination, prior to the start of any construction activities at the School, and irrespective of the Lessee's estimate of the cost of construction of the Work, the Lessee shall provide to the Lessor a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the Lessor. The Bond may be in the

form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

The Lessee shall not permit any liens to be filed or attached to the DEMISED PREMISES or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by the Lessee pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the Lessee shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of the Lessee, and the Lessee shall cure said violation(s) within thirty (30) days of receipt thereof, at the Lessee's sole cost and expense. Should the Lessee fail to comply with this requirement, then the Lessor may, by its own effort, cause such lien or other violations to be removed of record and cured. The Lessee shall be liable to the Lessor for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the Lessor.

It is expressly understood by the Parties that the Lessee shall not commence any of the Work or construction activities within the DEMISED PREMISES or at or about the School site until the Lessor, or its designee, has received all items stipulated in this Agreement and has notified the Lessee, in writing, as to the approved date for the start of the Work.

At the completion of the Work, the Lessee shall secure an inspection of the Work from the Lessor's designee, verifying that the Work on the DEMISED PREMISES has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the Lessor's designee attests to the satisfactory completion of the Work. In addition, the Lessee agrees that the Lessee or the Lessee's Contractors shall restore the DEMISED PREMISES to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the Lessee. The Lessee shall provide to the Lessor all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the Lessor.

Failure of the Lessee to complete the Work within 180 days of the Effective Date of Third Amendment (as hereinafter defined), or some other period of time as mutually agreed to by the Parties, shall constitute a breach under this Agreement, and may result in Lessor placing Lessee in Default, as set forth in Article XXVI.

In addition to the Work to be constructed by the Lessee as described in Exhibit "E", in the event the Lessee wishes to make any other improvements within the DEMISED PREMISES or elsewhere on the School site during the term of this Agreement ("**Additional Improvements**"), the Lessee shall provide the Lessor with a written request, in accordance with Article XVII hereof, detailing the proposed improvements to be made, which the Lessor or its designee may approve or disapprove at its sole authority. Any such Additional Improvements shall be at the sole cost and expense of the Lessee, and all terms of this Agreement, as it may be amended, relating to the construction and operation of the Work, shall govern the construction and operation of said Additional Improvements. Notwithstanding the foregoing, the Lessee acknowledges and agrees that any Additional Improvements to any other portions of the DEMISED PREMISES may not take place without an amendment to this Agreement, as set forth in Article XXI, and in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the DEMISED PREMISES.

All improvements or facilities installed, operated and maintained by the Lessee within the DEMISED PREMISES pursuant to this Agreement shall become the property of the Lessor, without compensation due to the Lessee, at such time as the Lessor accepts installation of same as being final and in compliance with all appropriate regulations."

4. Article IX (UTILITIES AND OTHER SERVICES) of the Agreement, as amended, is further amended to add the following paragraph:

"In addition to the above, the Lessee shall be responsible for the installation of separate electrical service for all playfield lighting constructed by Lessee, as set forth in Exhibit "E". Lessee shall establish separate electrical service accounts in Lessee's name and shall pay for such services directly to the utility company, at Lessee's sole cost and expense."

5. Article X (MAINTENANCE OF DEMISED PREMISES) of the Agreement, as amended, is further amended to add the following to the list of Lessee's responsibilities:

"r. maintenance, repair and upkeep of all playfield lighting installed by Lessee within the DEMISED PREMISES, as set forth in Exhibit "E".

6. Article XVII (NOTICE AND GENERAL CONDITIONS) of the Agreement as amended, is hereby deleted in its entirety and replaced with a new Article XVII that shall read as follows:

"A. All notices or communications under this Agreement by either Party to the other ("**Notice**"), shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to Lessor:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design and Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-1607
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412

E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net

In the case of notice or communication to the Lessee:

Village of Key Biscayne
Village Manager
88 West McIntyre Street
Key Biscayne, Florida 33149
Attn: Andrea Agha
Fax: 305-365-8936
Email: Aagha@keybiscayne.fl.gov

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134
Attn: Chad Friedman, Esq.
Fax: 305-854-2323
E-mail: Cfriedman@WSH-Law.com

- B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.
- C. For purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Lessor to grant or deny all approvals or waivers required by the Agreement dealing with construction of improvements by Lessee, changing periods or schedules of use, or any other routine operational issues.
- D. In addition to the above, for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the Lessor to execute amendments to this Agreement within the authority granted to the Superintendent by the Lessor in this Agreement, and to grant or deny any approvals required by the Agreement, including placing the Lessee in default, or renewing, extending, canceling or terminating the Agreement.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the Lessor and Counsel for the Lessee may deliver Notice on behalf of the Lessor and the Lessee, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision."

7. A new Article XXXIII entitled SANITARY AND STORMWATER IMPROVEMENTS is hereby created and shall read as follows:

"As an inducement to Lessor allowing Lessee to install the Work, as depicted in Exhibit "E", the Parties shall enter into separate written agreement(s) to allow the Lessee to make certain sanitary and stormwater improvements within the School, at the Lessee's sole cost and expense and under terms and conditions mutually acceptable to both Parties. In addition, Lessee acknowledges and agrees that Lessee may not commence any portion of the sanitary and stormwater improvements within the School until such separate written agreement(s) and any other documents required for the stormwater and sanitary improvements, including, without limitation, easements, access agreements or other required documents are fully executed by the Parties, and all other pre-conditions to commencement of the sanitary and stormwater improvements have been completed by Lessee, to the Lessor's satisfaction.

8. A new Article XXXIV entitled COUNTERPARTS is hereby created and shall read as follows:

"This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement."

9. The effective date of this Third Amendment shall be the date on which the last of the Parties executes this Third Amendment ("**Effective Date of Third Amendment**").
10. All other terms and conditions of the Agreement, as amended, shall remain unchanged.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Third Amendment to be executed by their respective and duly authorized officers the day and year first hereinabove written.

WITNESSES AS TO THE LESSEE:

Print Name: Jessica Garcia

Print Name: Thomas Fossler

LESSEE:

VILLAGE OF KEY BISCAYNE

By: [Signature]

Name: ANDREA M. AGHA

Title: Village Manager

Date: JUNE 20, 2019

ATTEST:




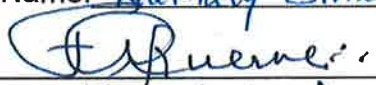
By: [Signature]

Village Clerk

**TO THE LESSEE: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**


[Signature]
Village Attorney

WITNESSES AS TO THE LESSOR:

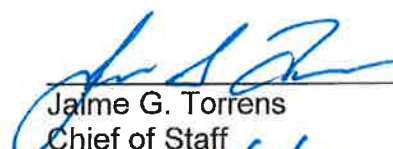

Print Name: Nathaly Simon

Print Name: Fernando Arzuaga

LESSOR:

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

By: 
Alberto M. Carvalho
Superintendent of Schools
Date: 7/10/19

RECOMMENDED:


Jaime G. Torrens
Chief of Staff
Date: 7/13/19

**TO THE BOARD: APPROVED AS TO
RISK MANAGEMENT ISSUES:**


Office of Risk and Benefits Management
Date: 7/13/19

**TO THE BOARD: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**


School Board Attorney
Date: 07/19/2019

**TO THE BOARD: APPROVED AS TO
TREASURY MANAGEMENT ISSUES:**



Office of Treasury Management
Date: 7/8/19

EXHIBIT "E"
TO
LEASE AGREEMENT

WORK

[consisting of 10 pages, including this title page]

Key Biscayne Community School

Key Biscayne, FL

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Site Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	60'	15'	1	TLC-BT-575	0.58 kW	A
		60'	2	TLC-LED-1150	2.30 kW	A
B1-B2	60'	15'	1	TLC-BT-575	0.58 kW	A
		60'	4	TLC-LED-1150	4.60 kW	A
C1	70'	15'	2	TLC-BT-575	1.15 kW	A
		70'	3	TLC-LED-1150	3.45 kW	A
C2	70'	15'	2	TLC-BT-575	1.15 kW	A
		70'	4	TLC-LED-1150	4.60 kW	A
P1-P2	60'	60'	4	TLC-LED-400	1.60 kW	B
8			35		29.65 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Softball	26.45 kW	27
B	Basketball	3.2 kW	8

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L90	L70	Quantity
TLC-LED-1150	LED 5700K - 75 CRI	1150W	121,000	>63,500	>63,500	>63,500	19
TLC-LED-400	LED 5700K - 75 CRI	400W	46,500	>63,500	>63,500	>63,500	8
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>63,500	>63,500	>63,500	8

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Basketball 1	Horizontal Illuminance	30.8	21.3	37.2	1.75	1.45	B	8
Basketball 2	Horizontal Illuminance	30.6	21.9	36.2	1.65	1.40	B	8
Softball (Infield)	Horizontal Illuminance	53.6	35.5	66.9	1.88	1.51	A	27
Softball (Outfield)	Horizontal Illuminance	31.9	21.8	47.9	2.20	1.46	A	27
Spill @ Homes	Horizontal	0	0	0.01	0.00		A,B	35
Spill @ Homes	Max Candela (by Fixture)	31.1	0	117	0.00		A,B	35
Spill @ Homes	Max Vertical Illuminance Metric	0	0	0.02	0.00		A,B	35

From Hometown to Professional



We Make It Happen.

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ENGINEERED DESIGN By: Daniel Lohman • File #121238b • 14-Jun-18

PROJECT SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID
2	A1-A2	60'	-	15'	TLC-BT-575	1	1
				60'	TLC-LED-1150	2	2
2	B1-B2	60'	-	15'	TLC-BT-575	1	1
				60'	TLC-LED-1150	4	4
1	C1	70'	-	15'	TLC-BT-575	2	2
				70'	TLC-LED-1150	3	3
1	C2	70'	-	15'	TLC-BT-575	2	2
				70'	TLC-LED-1150	4	4
6	TOTALS					27	27

Key Biscayne Community School Key Biscayne, FL

GRID SUMMARY

Name: Softball
Size: Irregular 218' / 190' / 222'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	53.6	31.9
Maximum:	66.9	47.9
Minimum:	35.5	21.8
Avg / Min:	1.51	1.46
Guaranteed Max / Min:	2	2.5
Max / Min:	1.88	2.20
UG (adjacent pts):	1.34	1.43
CU:	0.65	
No. of Points:	25	88

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 121,000 / 52,000 lumens
No. of Luminaires: 27
Total Load: 26.45 kW

Lumen Maintenance

Luminaire Type	190 hrs	180 hrs	170 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume \pm 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



SCALE IN FEET 1 : 50



Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \otimes

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EQUIPMENT LIST FOR AREAS SHOWN

Pole			Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID
2	P1-P2	60'	-	60'	TLC-LED-400	4	4
2	TOTALS					8	8

Key Biscayne Community School

Key Biscayne, FL

GRID SUMMARY

Name: Basketball 1
 Size: 75' x 42'
 Spacing: 10.0' x 10.0'
 Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Guaranteed Average: 30.8

Scan Average: 30.8

Maximum: 37.2

Minimum: 21.3

Avg / Min: 1.45

Guaranteed Max / Min: 2.5

Max / Min: 1.75

UG (adjacent pts): 1.31

CU: 0.33

No. of Points: 40

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI

Luminaire Output: 46,500 lumens

No. of Luminaires: 8

Total Load: 3.2 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-400	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

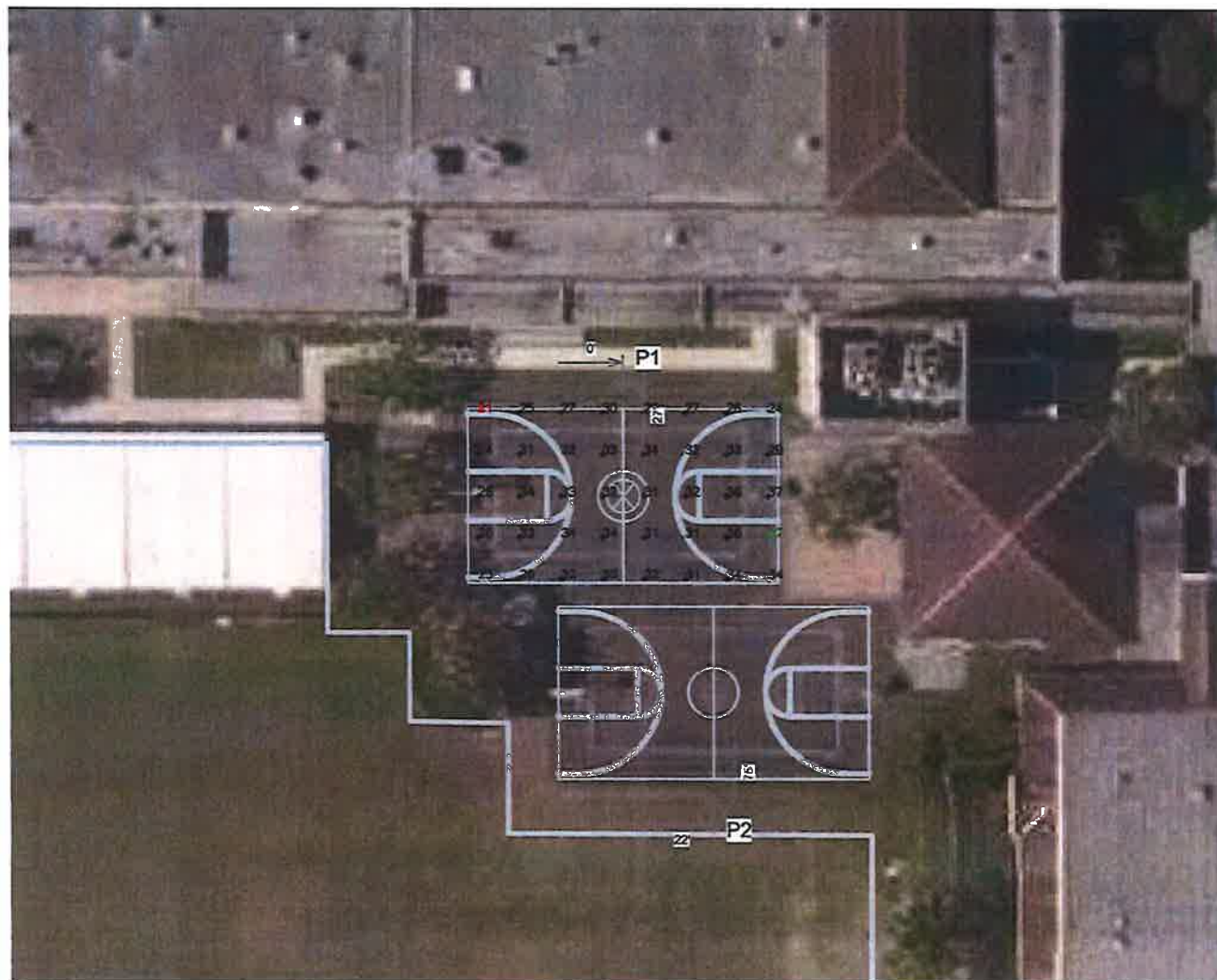
Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



SCALE IN FEET 1 : 40



Pole location(s) ⚡ dimensions are relative to 0,0 reference point(s) ⊗

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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	P1-P2	60'	-	50'	TLC-LED-400	4	4	0
2	TOTALS					8	8	0

Key Biscayne Community School

Key Biscayne, FL

GRID SUMMARY

Name: Basketball 2
 Size: 75' x 42'
 Spacing: 10.0' x 10.0'
 Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Guaranteed Average: 30

Scan Average: 30.6

Maximum: 36.2

Minimum: 21.9

Avg / Min: 1.40

Guaranteed Max / Min: 2.5

Max / Min: 1.65

UG (adjacent pts): 1.35

CU: 0.33

No. of Points: 40

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI

Luminaire Output: 46,500 lumens

No. of Luminaires: 8

Total Load: 3.2 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-400	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

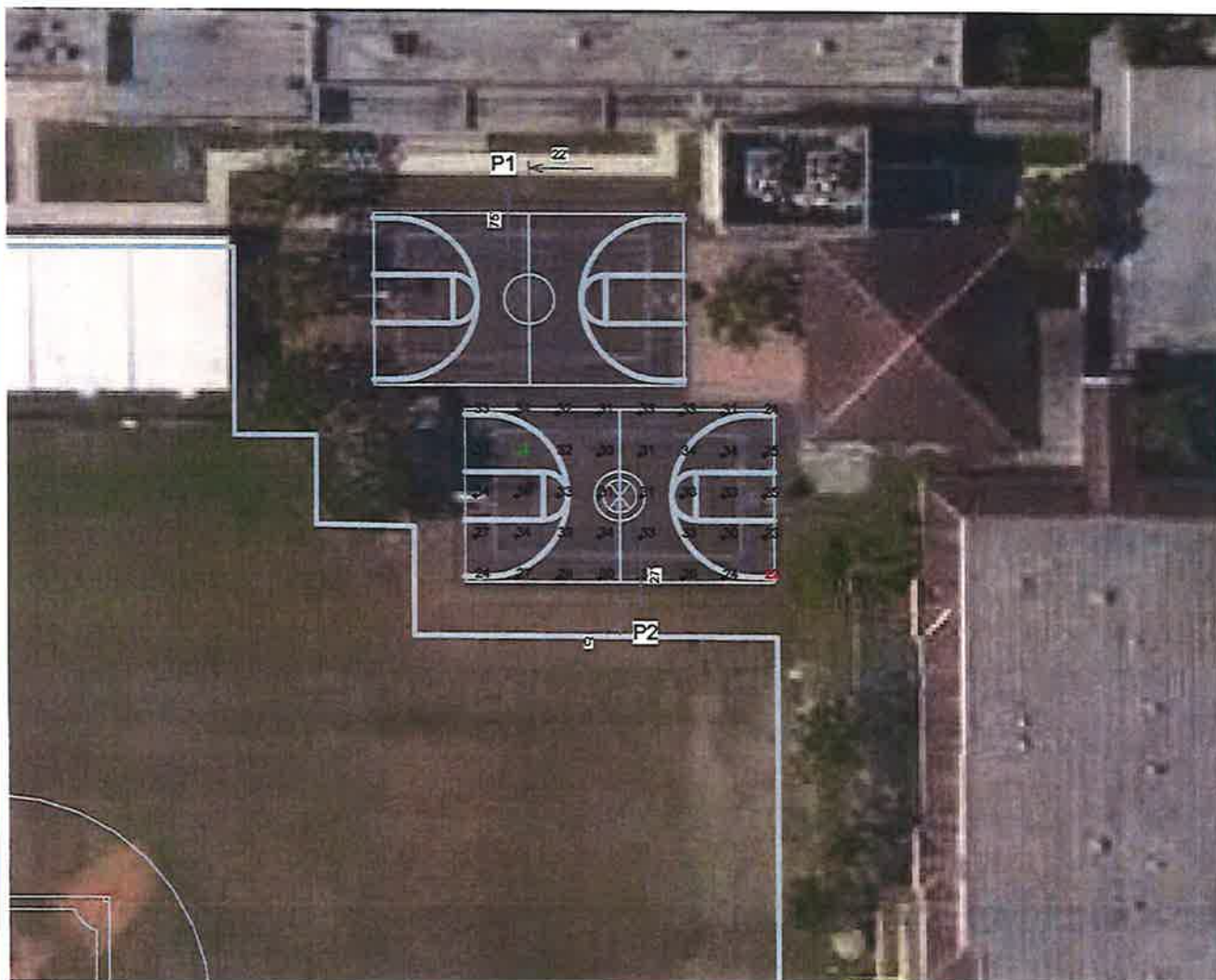
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1 : 40



Pole location(s) ◆ dimensions are relative to 0,0 reference point(s) ⊗

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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	15'	TLC-BT-S75	1	1	0
				60'	TLC-LED-1150	2	2	0
2	B1-B2	60'	-	15'	TLC-BT-S75	1	1	0
				60'	TLC-LED-1150	4	4	0
1	C1	70'	-	15'	TLC-BT-S75	2	2	0
				70'	TLC-LED-1150	3	3	0
1	C2	70'	-	15'	TLC-BT-S75	2	2	0
				70'	TLC-LED-1150	4	4	0
2	P1-P2	60'	-	60'	TLC-LED-400	4	4	0
8	TOTALS					35	35	0



Pole location(s) ⚡ dimensions are relative to 0,0 reference point(s) ⓧ

Key Biscayne Community School Key Biscayne, FL

GRID SUMMARY

Name: Spill @ Homes
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid
Scan Average: 0.001
Maximum: 0.011
Minimum: 0.000
No. of Points: 33

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 121,000 / 46,500 / 52,000 lumens
No. of Luminaires: 35
Total Load: 29.65 KW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-LED-400	>63,500	>63,500	>63,500
TLC-BT-S75	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



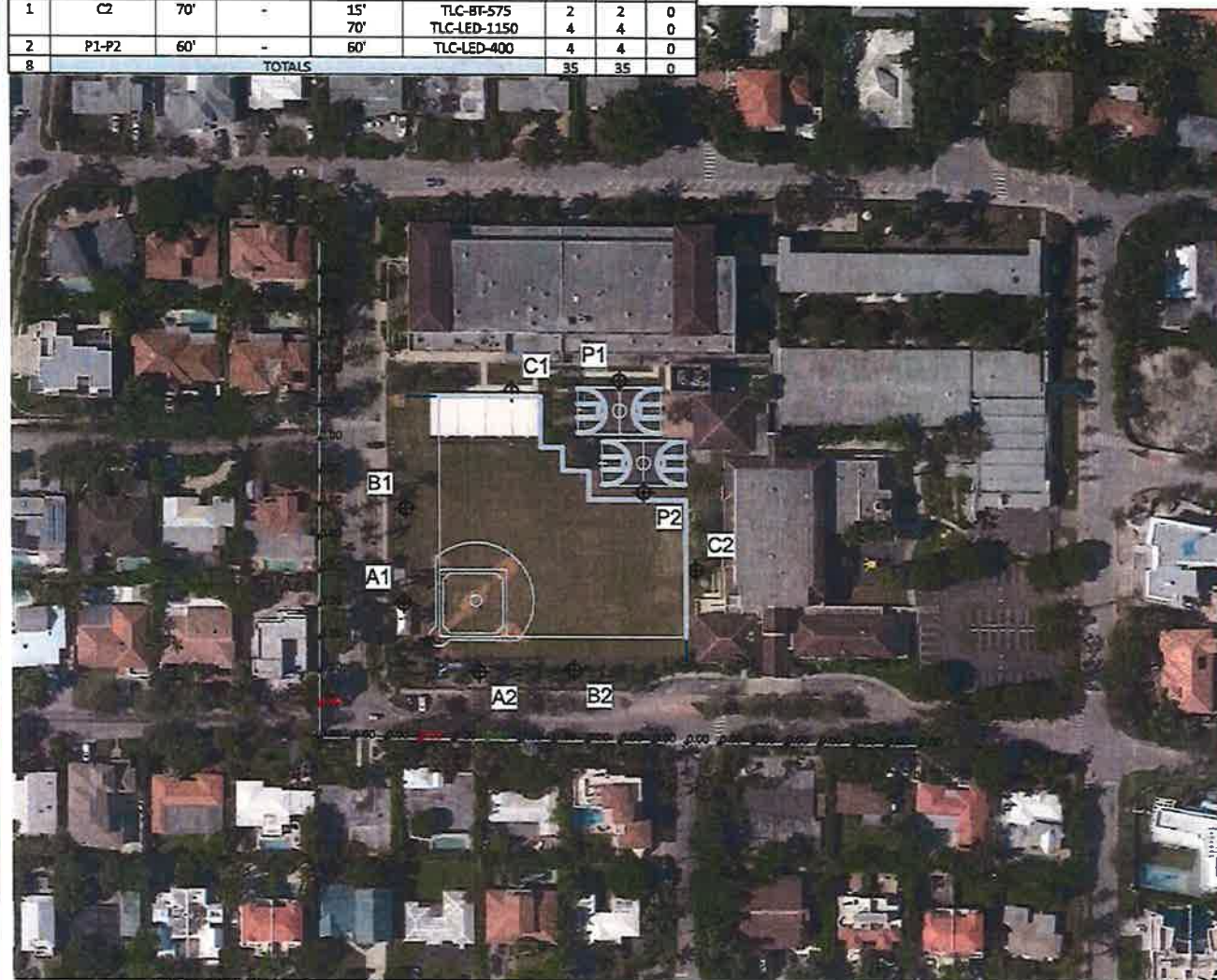
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID
2	A1-A2	60'	-	15'	TLC-BT-575	1	1
				60'	TLC-LED-1150	2	2
2	B1-B2	60'	-	15'	TLC-BT-575	1	1
				60'	TLC-LED-1150	4	4
1	C1	70'	-	15'	TLC-BT-575	2	2
				70'	TLC-LED-1150	3	3
1	C2	70'	-	15'	TLC-BT-575	2	2
				70'	TLC-LED-1150	4	4
2	P1-P2	60'	-	60'	TLC-LED-400	4	4
8	TOTALS					35	35



SCALE IN FEET 1 : 150



Pole location(s) ⚡ dimensions are relative to 0,0 reference point(s) ⊗

Key Biscayne Community School

Key Biscayne, FL

GRID SUMMARY

Name: Spill @ Homes
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED MAX VERTICAL FOOTCANDLES

Entire Grid

Scan Average: 0.001

Maximum: 0.016

Minimum: 0.000

No. of Points: 33

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI

Luminaire Output: 121,000 / 46,500 / 52,000 lumens

No. of Luminaires: 35

Total Load: 29.65 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-LED-400	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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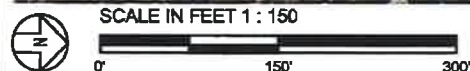
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole			Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID
2	A1-A2	60'	-	15'	TLC-BT-575	1	1
				60'	TLC-LED-1150	2	2
2	B1-B2	60'	-	15'	TLC-BT-575	1	1
				60'	TLC-LED-1150	4	4
1	C1	70'	-	15'	TLC-BT-575	2	2
				70'	TLC-LED-1150	3	3
1	C2	70'	-	15'	TLC-BT-575	2	2
				70'	TLC-LED-1150	4	4
2	P1-P2	60'	-	60'	TLC-LED-400	4	4
8	TOTALS					35	35



Pole location(s) ◆ dimensions are relative to 0,0 reference point(s) ⊗

Key Biscayne Community School

Key Biscayne, FL

GRID SUMMARY

Name: Spill @ Homes
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED CANDELA (PER FIXTURE)

Entire Grid

Scan Average: 31.125

Maximum: 116.950

Minimum: 0.000

No. of Points: 33

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI

Luminaire Output: 121,000 / 46,500 / 52,000 lumens

No. of Luminaires: 35

Total Load: 29.65 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-LED-400	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

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Key Biscayne Community School

Key Biscayne, FL

EQUIPMENT LAYOUT

INCLUDES:

- Basketball 1
- Basketball 2
- Softball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires		QTY / POLE
					TYPE		
2	A1-A2	60'	-	15'	TLC-BT-575		1
				60'	TLC-LED-1150		2
2	B1-B2	60'	-	15'	TLC-BT-575		1
				60'	TLC-LED-1150		4
1	C1	70'	-	15'	TLC-BT-575		2
				70'	TLC-LED-1150		3
1	C2	70'	-	15'	TLC-BT-575		2
				70'	TLC-LED-1150		4
2	P1-P2	60'	-	60'	TLC-LED-400		4
8	TOTALS						35

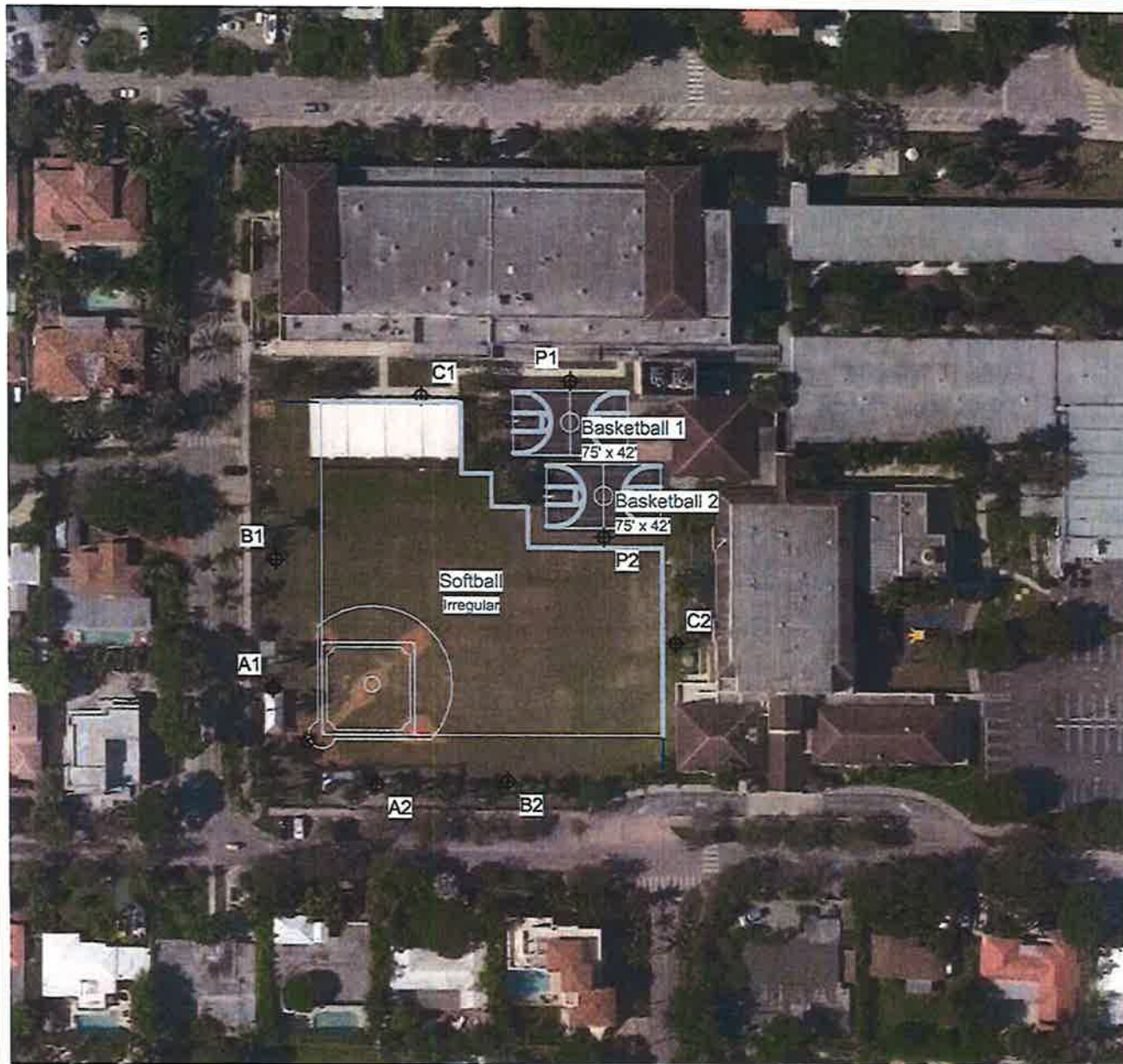
SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (90)	347 (60)	380 (60)	480 (60)
TLC-LED-1150	6.8	6.5	5.9	5.1	4.1	3.7	3.0
TLC-LED-400	2.3	2.2	2.0	1.7	1.4	1.3	1.0
TLC-BT-575	3.2	3.0	2.8	2.4	1.9	1.7	1.4



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Pole location(s) ✕ dimensions are relative to 0,0 reference point(s) ⊗

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EQUIPMENT LAYOUT

Key Biscayne Community School

Key Biscayne, FL

GLARE IMPACT

Summary

Map indicates the maximum candela an observer would see when facing the brightest light source from any direction.

A well-designed lighting system controls light to provide maximum useful on-field illumination with minimal destructive off-site glare.

GLARE

Candela Levels

High Glare: 150,000 or more candela

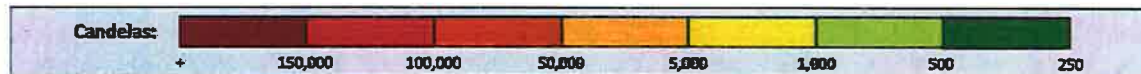
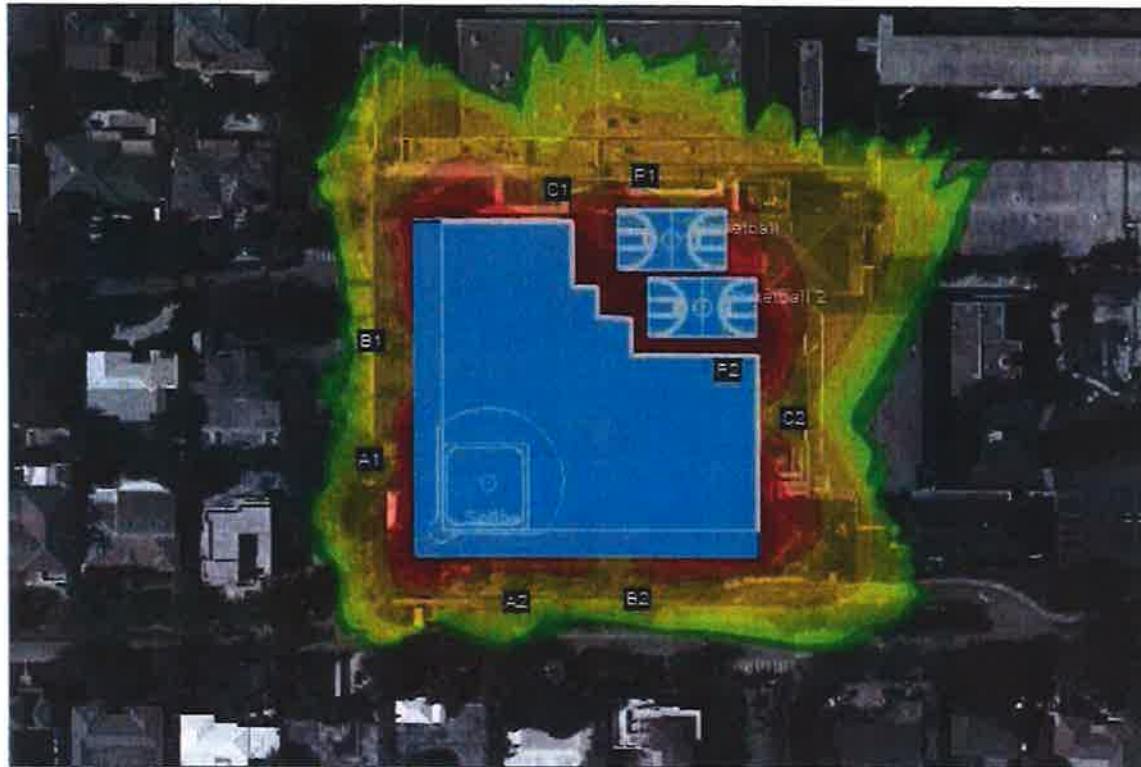
Should only occur on or very near the lit area where the light source is in direct view. Care must be taken to minimize high glare zones.

Significant Glare: 25,000 to 75,000 candela

Equivalent to high beam headlights of a car.

Minimal to No Glare: 500 or less candela

Equivalent to 100W incandescent light bulb.



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